

**NICOLETTI HORNIG & SWEENEY**  
Attorneys for Plaintiff  
Wall Street Plaza  
88 Pine Street  
New York, New York 10005  
(212) 220-3830  
Attorney: Lawrence C. Glynn (LG 6431)  
NH&S File No.: 65000790LCG

08 CV 00001

**JUDGE SWAIN**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

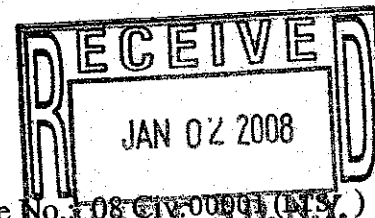
FORTIS CORPORATE INSURANCE a/s/o  
SECO STEEL,

Plaintiff,

-against-

M/V "ATLANTICA", her engines,  
boilers, etc., SK SHIPPING  
and, DELFIC GRACE SHIPPING  
c/o ALL OCEANS SHIPPING CO., LTD

Defendants.



Case No. 08-CV-00001 (N.Y.)  
(Magistrate Judge Henry Pitman)

**VERIFIED COMPLAINT**

Plaintiff, Fortis Corporate Insurance a/s/o Seco Steel ("Fortis" or "Plaintiff"), by its attorneys, Nicoletti Hornig & Sweeney, alleges upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.

2. At and during the times hereinafter mentioned, plaintiff had and now has the legal status and principal place of business stated in Schedule "A" attached hereto and by this reference made a part hereof.

3. At and during all the times hereinafter mentioned, defendants had and now have the legal status and offices and places of business stated in Schedule "A", and were and now are engaged as common carriers of merchandise by water and owned, operated, managed, chartered and controlled the above matter vessel which is now, or will be within the jurisdiction of this Court during the pendency of this action.

4. On or about the dates and at the ports of shipment stated in Schedules "B" and "C" attached hereto and by this reference made a part hereof, there was delivered to the vessel and defendants in good order and condition, the shipments described in Schedules "B" and "C", which said vessel and defendants received, accepted and agreed to transport for certain consideration to the ports of destination stated in Schedules "B" and "C".

5. Thereafter, the said vessel and defendants delivered plaintiff's shipment, however not at the ports of destination described in Schedules "B" and "C" and the aforesaid shipment was damaged.

6. By reason of the premises, the defendants breached, failed and violated their duties and obligations as common carriers, bailees, warehousemen, and were otherwise at fault.

7. Plaintiff was the consignee, owner, or underwriter of the shipment described in Schedules "B" and "C" and brings this action on its own behalf and as agent and trustee, on behalf of and for the interest of all parties who may be or become interested in the said

shipment, as their respective interests may ultimately appear, and plaintiff is entitled to maintain this action.

8. Plaintiff has duly performed all duties and obligations on its part to be performed.

9. By reason of the premises, plaintiff has sustained damages as nearly as same can now be estimated, no part of which has been paid, in the amount of \$61,255.26.

WHEREFORE, plaintiff requests:

(a) That process in due form of law may issue against defendants citing them to appear and answer all and singular the matters aforesaid;

(b) That if defendants cannot be found within this district, then all their property within this District as shall be described in Schedule "A", be attached in the sum of \$61,255.26 with interest thereon and costs, the sum sued for in this Complaint;

(c) That judgment may be entered in favor of plaintiff against defendants for the amount of plaintiff's damages, together with interest and costs and the disbursements of this action;

(d) That process in due form of law according to the practice of this Court in causes of admiralty and maritime claims, may issue against said vessels, their engines, etc., and that all persons having or claiming any interest therein be cited to appear and answer under oath, all singular the matters aforesaid, and this Court will be pleased to pronounce judgment in favor of plaintiff for its damages as aforesaid, with interest, costs and disbursements, and that the said vessels may be condemned and sold to pay therefore, and

(e) That this Court will grant to plaintiff such other and further relief as may be just and proper.

Dated: New York, New York  
January 2, 2008

**NICOLETTI HORNIG & SWEENEY**  
Attorneys for Plaintiff

By: 

Lawrence C. Glynn (LG 6431)  
Wall Street Plaza  
88 Pine Street, 7<sup>th</sup> Floor  
New York, New York 10005  
(212) 220-3830  
(File No.: 65000790 LCG)

**SCHEDULE A**

**Plaintiff's Legal Status and Office and Place of Business:**

1. Plaintiff, Fortis Corporate Insurance is a corporation existing under and by virtue of foreign law with an office and place of business at De Keyserlei 5 bus 6, B-2018 Antwerp, Belgium.

**Defendants' Legal Status and Office and Place of Business:**

2. Defendant, SK Shipping., was and now is a corporation or other business entity organized and existing under and by virtue of foreign law, with an office and place of business at 961, 19<sup>th</sup> Floor, Namsam Building, 267, 5-ga, Namdaemun-ro, Chung-gu, Seoul, Korea 100-711.

3. Defendant, Delfic Grace Shipping, Ltd. c/o All Oceans Shipping Co., Ltd, was and now is a corporation or other business entity organized and existing under and by virtue of foreign law, with an office and place of business at 2<sup>nd</sup> Floor, Anavryta 2 Building, 227 Kifisias Avenue, Kifisia, 145 61 Athens, Greece.

**SCHEDULE B**

Vessel: M/V Atlantica

Bill(s) of Lading: SKSMKHNL00649000, 652000, 654000

Date of Shipment: October 26, 2006

Port of Shipment: Kaohsiung, Taiwan, R.O.C.

Ports of Discharge: New Orleans, LA U.S.A

Shipper: Seco Steel

Consignee: To Order

Description: Steel Coils

Nature: Physical Damage

Amount: \$45,000.00

NH&S File No.: 65000790 LCG

**SCHEDULE C**

Vessel: M/V Atlantica  
Bill(s) of Lading: SKSMKHHU00680000  
Date of Shipment: October 26, 2006  
Port of Shipment: Kaohsiung, Taiwan, R.O.C.  
Ports of Discharge: Houston, Texas U.S.A  
Shipper: Seco Steel  
Consignee: To Order  
Description: Steel Coils  
Nature: Rust Damage  
Amount: \$16,255.26  
NH&S File No.: 65000796 LCG


STATE OF NEW YORK                     )  
                                                      : S.S.:  
COUNTY OF NEW YORK                 )

LAWRENCE C. GLYNN, being duly sworn, deposes and says:

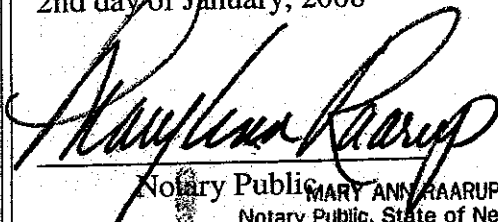
That he is an attorney admitted to practice before the Courts of this State and associated with the firm of NICOLETTI HORNIG & SWEENEY, attorneys for Plaintiff herein.

That he has read the foregoing Verified Complaint and knows the contents thereof and that the same is true to his own knowledge, except as to the matters therein stated to be alleged upon information and belief and as to those matters, he believes them to be true.

Deponent further says that the sources of his information and the grounds for his belief as to all matters therein stated to be alleged on information and belief, is derived from documents, records, correspondence and memoranda of Plaintiff concerning the matters set forth in the Verified Complaint in the possession of deponent.

  
\_\_\_\_\_  
LAWRENCE C. GLYNN

Sworn to before me this  
2nd day of January, 2008



Notary Public, MARY ANN RAARUP  
Notary Public, State of New York  
No. 01RA4874099  
Qualified in Suffolk County  
Certificate filed in New York County  
Commission Expires Oct. 20, 2010